

MASTER SERVICES AGREEMENT

This Services Agreement (the “**Agreement**”) is made as of _____ (the “**Effective Date**”) by and between **TKH Security, LLC, (“Park Assist”)** and City of Delray Beach (“**Customer**”), and sets out TKH Security, LLC’s maintenance services obligations.

- 1. Scope.** Subject to payment of fees as set forth below, TKH Security, LLC shall provide the maintenance services set forth in this Agreement (the “Maintenance Services”). This Agreement governs TKH Security, LLC’s provision of the Maintenance Services only. Customer is responsible for the separate purchase and license of TKH Security, LLC’s proprietary parking management products and software, including the M4 System, (the “Licensed Systems”), pursuant to that certain Software License Agreement heretofore entered into, by and between the parties, (the “License Agreement”). Customer’s use of the License System is governed solely by the License Agreement. The Maintenance Services will be provided independent of the License Agreement, and nothing herein shall be deemed to grant any licenses to the Licensed Systems or to expand or restrict the rights granted to the Licensed Systems thereunder. To the extent that any of the Maintenance Services to be performed under this Agreement involve creating any upgrades, updates, enhancements, modifications and/or derivative works to any Licensed Product, Customer agrees that such upgrades, updates, enhancements, modifications and/or derivative works shall be considered to be incorporated into the Licensed System and TKH Security, LLC’s and Customer’s rights thereto shall be set forth in the License Agreement. This Agreement identifies the services to be performed by TKH Security, LLC to support the operation of the Licensed System in accordance with TKH Security, LLC’s standard user manuals and/or related documentation (the “Documentation”). The Maintenance Services are detailed in Appendix B.

- 2. Milestones:**

Date of site practical completion	3/10/2019
End of initial TKH Security, LLC Warranty	3/10/2020
Maintenance Agreement start date	Upon Execution by Both Parties
Maintenance Agreement term	One (1) Year

- 3. Service Agreement Specifics**

Service Plan	Premium
Discount on parts from list price	25%
Discount on labor from list price	None

4 Site & Customer Information:

Site name	Old School Square Parking Garage
Site address	95 NE First Ave Delray Beach, FL 33444
Customer name	City of Delray Beach
Customer address	434 S Swinton Ave Delray Beach, FL 33444
Customer primary contact	Joe Josemond, Chief Parking Administrator
Customer primary contact phone number	(561) 243-7295 ext. 7315
Customer primary contact email address	josemondj@mydelraybeach.com
For Notice Purposes:	Terrence Moore, City Manager 100 NW 1 st Ave Delray Beach, Florida 33444

TKH Security, LLC Contact Information

TKH Security, LLC support email address	NA.support@tkhsecurity.com
TKH Security, LLC Contact	Thomas Alexander
TKH Security, LLC account manager email address	t.alexander@tkhsecurity.com
TKH Security, LLC account manager phone number	(954) 816-9888

- 5. Exclusions.** Maintenance Services do not include the any of the services listed below (the “**Excluded Services**”). Upon Customer’s request, TKH Security, LLC will prepare a time and materials estimate for the Excluded Services and TKH Security, LLC shall have no obligation to provide the Excluded Services unless and until the parties execute a purchase order for such services.:
- 5.1.** Any supply-side electrical issues and failures;
 - 5.2.** Software modifications to any software element, other than those modifications deemed necessary by TKH Security, LLC for the continued effective operation of the equipment in its current intended form;
 - 5.3.** Major software upgrades to any operating system on the TKH Security, LLC Server or any other computer;
 - 5.4.** Hardware, software, and labor related to new functionality not in use at the time of maintenance commencement;

5.5. System failure due to externally-sourced EMI or radio interference;

- 5.6. Work associated with any relocation of the equipment, other than that required for continued effective operation of the equipment in its intended form;
- 5.7. Work associated with any misuse or neglect;
- 5.8. Work associated with carelessness, including operator error;
- 5.9. Work associated with impact (accidental or otherwise);
- 5.10. Work as a result of vandalism;
- 5.11. Work as a result of damage occasioned by fire, water, lightning, or acts of God;
- 5.12. Resetting of equipment following:
 - (a) Power supply interruptions;
 - (b) Power shutoff during nights or holidays;
 - (c) Changes to designated public holiday list;
 - (d) Attempted repair, service or alteration to the equipment by personnel who have not been approved by TKH Security, LLC;
- 5.13. Cleaning or re-spraying of external surfaces; and
- 5.14. Any item not specifically included in this agreement.

6 Fees and Payment

- 6.1. **Fees Payable.** Customer shall pay to TKH Security, LLC, without offset or deduction, certain fees, in such amounts as set out in the Ordering Document in Appendix A.
- 6.2. **Disputed Charges.** Customer must notify TKH Security, LLC in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced after the expiration of such time period.
- 6.4. **Taxes.** All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on TKH Security, LLC's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of services. Customer will make all payments required hereunder to TKH Security, LLC free and clear of, and without reduction for,

any withholding taxes. The City is tax exempt, and to the extent required will provide evidence of its tax-exempt status.

7. Warranties and Limitation of Liability

- 7.1.** Limited TKH Security, LLC Warranties. TKH Security, LLC hereby warrants, for the benefit of Customer only, that the Services will be performed in a professional and workmanlike manner. Customer's sole remedy for a breach of this warranty, shall be for TKH Security, LLC re-perform the Services at no additional charge to Customer, provided Customer notifies TKH Security, LLC of such non-conformance within thirty (30) days of completion of the non-conforming Services.
- 7.2.** No Other Warranties. EXCEPT AS EXPRESSLY WARRANTED IN SECTION 7.1 OF THIS AGREEMENT, THE SERVICES, AND ALL PRODUCTS, MATERIALS, SOFTWARE, DATA AND/OR OTHER SERVICES PROVIDED BY TKH SECURITY, LLC ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND TKH SECURITY, LLC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. CUSTOMER IS RESPONSIBLE FOR IMPLEMENTING APPROPRIATE PROCEDURES TO MAKE ONSITE BACK-UP COPIES OF CUSTOMER'S PROGRAM FILES AND DATA FILES TO MINIMIZE ANY DAMAGE THAT MIGHT ARISE FROM AN ERROR OR DEFECT IN THE PRODUCTS OR THE LICENSED PRODUCTS. NO WARRANTY IS MADE BY TKH SECURITY, LLC ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. TKH SECURITY, LLC DOES NOT WARRANT THAT THE PRODUCTS OR THE LICENSED PRODUCTS OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT TKH SECURITY, LLC'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY.
- 7.3.** IN NO EVENT SHALL TKH SECURITY, LLC BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF TKH SECURITY, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF TKH

SECURITY, LLC TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO TKH SECURITY, LLC BY CUSTOMER DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

8 Term and Termination

- 8.1. Agreement.** This Agreement shall become effective upon the Effective Date and shall have an initial term equal to the term set forth under Appendix A ("**Initial Term**") and shall automatically renew for successive one (1)-year terms for up to four years at a rate increased by no less than three (3) percent and no greater than the current Consumer Price Index (CPI) for that year, as issued by the U.S. Bureau of Labor Statistics, unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the expiration of the then-current term (the Initial Term, together with any renewal terms, collectively, the ("**Term**") unless earlier terminated in accordance with this Section 8.
- 8.2. Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.
- 8.3. Termination Upon Bankruptcy, Insolvency, Etc.** Either Party may terminate this Agreement immediately upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days.
- 8.4. Termination of Individual Orders.** In addition to each Party's rights under Sections 8.2 and 8.3, each Party may terminate any particular Order according to any provision therein permitting such termination, provided that this Agreement shall remain in full force and effect in accordance with their respective terms.

- 8.5. Termination By Either Party.** Either party may terminate this Agreement at any time upon at least sixty (60) days written notice thereof. Customer shall pay all fees owing to TKH Security, LLC through the date of termination but shall have no liability for any fees thereafter.
- 8.6. Cumulative Remedies.** Termination of this Agreement and/or any applicable Order, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby. Except as otherwise expressly stated in this Agreement, all remedies specified in this Agreement are cumulative with any other remedies that may be available at law or in equity.
- 8.7. Effect of Termination.** Termination of this Agreement and/or any particular Order shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Order to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement, or any Order as permitted by any provision in this Section 9 shall incur no additional liability merely by virtue of such termination. Upon any termination of this Agreement, each Party shall: (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession except to the extent inconsistent with Florida's Public Records Statute; and (iv) shall promptly pay all amounts due and remaining payable hereunder.

9. Miscellaneous

- 9.1. Applicable Law.** This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and shall be governed by, the laws other State of Florida, without giving effect to its rules regarding conflict of laws. Customer expressly agrees with TKH Security, LLC that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. Both parties irrevocably consent to the personal jurisdiction of the state and federal courts located in Palm Beach County, Florida for any suit or action arising from or related to this Agreement, and each waives any right they may have to object to the venue of such courts. Each Party agrees that the Uniform Computer Information Transaction Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the Parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein. Each Party hereby waives its respective rights to a trial by jury in any legal action.

9.2 Force majeure. The parties shall each be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of each party. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the

the circumstances.

- 9.3. Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed as set forth below, or addressed to such other address as that Party may have given by written notice in accordance with this provision. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

Notice for the City of Delray Beach shall be provided to:

City of Delray Beach

100 N.W. 1st Avenue

Delray Beach, Florida 33444

Attn: City Manager

- 9.4. Assignment.** Neither party shall assign its rights or delegate its obligations under this Agreement (or under any Order) without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed and, absent such consent, any purported assignment or delegation by Customer shall be null, void and of no effect. This Agreement shall be binding upon and inure to the benefit of TKH Security, LLC and Customer and their successors and permitted assigns.
- 9.5. Independent Contractors.** Customer and TKH Security, LLC acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.
- 9.6. Amendment.** No amendment to this Agreement or any Order shall be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.
- 9.7. Waiver.** No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.
- 9.8. Severability.** If any provision of this Agreement is invalid or unenforceable for any

reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

- 9.9. No Third-Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- 9.10. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement and may be delivered by electronic transmission.
- 9.11. Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agree
- 9.12. Public Records. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

a. Contractor shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

- 9.13 Inspector General.** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.
- 9.14** The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- 9.15** By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.
- 9.16** Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By

execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

9.17 Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Agreement if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

a. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.

b. Contractor shall notify the City if, at any time during the term of this Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

c. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.

d. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.

9.18 By its execution of this Agreement, Contractor acknowledges that it has been informed by City of, and is in compliance with, the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

a. "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

9.19 The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local

- laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.
- 9.20 During the term of the Agreement, Contractor or any employee or associate, shall not be involved in any political campaign for City elective office nor make any financial contribution to any such campaign.
- 9.21 Section 287.138, Florida Statutes, prohibits the City from entering in to a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its Work Order, Contractor shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2. The City reserves the right to terminate any agreement in which a CONTRACTOR provides a false certification or otherwise violates Section 287.138, Florida Statutes.
- 9.22 Contractor has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by an executed affidavit provided to the City prior to execution of this Agreement.
- 9.23 **Entire Agreement.** This Agreement (together with any Order) sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

TKH Security, LLC (Park Assist)

Customer (City of Delray Beach)

By: Ronald Votto

By: _____

Name: Ronald Votto

Name: Thomas F. Carney, Jr.

Title: Chief Operating Officer

Title: Mayor

Date: 10/22/2024

Date: _____

ATTEST:

Alexis Givings, Interim City Clerk

Approved as to Form and Legal Sufficiency:

Lynn Gelin, City Attorney

APPENDIX A: ORDERING DOCUMENT

Customer Name: City of Delray Beach
Customer Location: 434 S Swinton Ave Delray Beach, FL 33444

Customer Address for Notices: 434 S Swinton Ave
Delray Beach, FL

Customer Contact: Joe Josemond, Chief Parking Administrator
561-243-7295
josemondj@mydelraybeach.com

NOTICE MUST BE PROVIDED TO
City Manager pursuant to Section
9.3

Maintenance & Service Plan

Agreement: Upon Execution by Both Parties
Commencement Date: PREMIUM
Type: 1 Year
Term: Annually
Billing:

This Ordering Document incorporates by reference the terms of the Executed Proposal Included as Appendix C

Fees

Price for Maintenance, Year 1 \$15,000

All fees on this Ordering Document are in U.S dollars and excluded applicable taxes

APPENDIX B: MAINTENANCE & SERVICE PLAN

SCOPE OF WORKS

	<u>Premium</u>
Software	Full help desk support from Client Services team during business hours
Training	Annual (recorded and available on demand)
Reporting	Monthly operational status Cleaning and Re-aim
System Health Checks	Quarterly
Accuracy Maintenance	Included
Remote Software Inspection	Quarterly
Hardware	Limited
Detailed System Inspections	Quarterly

On-Site Visits Quarterly Survey

All visits documented and issues requiring attention to be submitted to Client

*One visit per quarter will be utilized for the Detail System Inspection

Parts & Labor Discount 25% for normal wear & tear

* does not include work related to damage

Coverage Hours Standard TKH Security, LLC business hours

Mon – Fri 8am-5pm EST

System Health Check

- Sensor fault detection, including sensor communication issues and faulty sensor hardware
- Signage fault detection
- Region fault detection
- Major system fault detection
- Server software upgrades
- Sensor software upgrades
- Review sensor mapping
- LPR accuracy audit and optimization

Accuracy Maintenance

Sensors

- Review images from every sensor for continued accuracy
- Check polygons
- Vehicle detection maintenance, including active monitoring and resolution of issues that negatively impact plate recognition
- Review scoring data for accuracy
- Create training sets for special case locations
- Create model files to improve detection
- Generate monthly accuracy reports
- Check communication between system and sensors
- Updates to sensor firmware

Reports

- Monthly Overview

Remote Software Inspection Checklist

Windows Server

1. Date and time verification
2. LPR folder size verification
3. LPR error validation
4. Hard disk capacity verification
5. Scheduled tasks verification
6. Event Viewer health check
7. CPU usage check
8. RAM usage check
9. DataDog Agent verification
10. SQL Backup verification
11. ESXi hardware investigation
12. SQL Management Studio check
13. Database size check
14. Sensei health check
15. Server up-time check

Park Studio

1. LPR exposure check
2. Alerts functionality check
3. Event queue check
4. DataDog Investigation
5. Generate and score an LPR errors report

VDG Sense

1. Sense Version Check

2. Server health check
3. Integration with TKH Security, LLC verification
4. Map functionality verification
5. RAID health check
6. DataDog metrics check

Sensors

1. Non-working sensors check
2. Un-mapped and duplicate views check

Detailed System Inspection Checklist

- Clean sensor camera lenses (per report)
- Re-aim sensor camera(s) (per report)
- Replace failed sensors (per report)
- Visual inspection of sensor indicator functionality
- Inspect and confirm correct peripheral system function
- Inspect internal aisle signs/wiring, confirm normal function
- Inspect external and monument signs/wiring, confirm normal function
- Inspect channel/hangers/threaded rod
- Inspect channel junctions and replace/install where necessary (damaged equipment not included)
- Inspect channel end caps and replace/install where necessary (damaged equipment not included)
- Inspect and clean-up/tuck loose sensor wiring
- Install channel cable clips where necessary (damaged equipment not included)
- Inspect rooftop/LPR cabinets (Wiring cleanup/dust-out)
- Inspect floor cabinets (Wiring cleanup/dust-out)
- Inspect and confirm FYC Kiosk normal function (where applicable)
- Document and report all damaged equipment

As Built Quantities

System Coverage

Head End Equipment:

Standard Dell Server

Core Switch

Cisco Router

UPS

Core System:

M4 Sensors - 158

M4 Cabinets – 2

Signage:

130mm – 18

Wall Mounted Sign – 1

Additional Supported Software:

Park Alerts

Park Finder

Access to Mobile API

FYC Kiosk

EXCLUSIONS

1. Software modifications to any software element, other than those modifications deemed necessary by TKH Security, LLC for the continued effective operation of the equipment in its current intended form;
2. Major software upgrades to any Operating System on the PARK Server or any other computer;
3. External surveillance cameras not included in the supported surveillance servers
4. Hardware, software, and labor related to new functionality not in use at the time of maintenance commencement;
5. The relocation of any Supported Hardware or any other equipment;
6. The cleaning or re-spraying of external surfaces;
7. Modifying to any Third-Party equipment, software or applications, even if there is an interface with the System;
8. Support of any externally-sourced equipment and/or enclosures;
9. Services associated with any supply-side electrical issues and failures;
10. Services required due to insufficient technical resources required for the proper operation of the System;
11. System failure due to externally-sourced EMI or radio interference;
12. Services associated with any misuse or neglect;
13. Services associated with carelessness, including operator error;
14. Services associated with impact (accidental or otherwise);
15. Services as a result of vandalism;
16. Services as a result of damage occasioned as a result of a Force Majeure Event;
17. Resetting of equipment following:
 - (a) Power supply interruptions;
 - (b) Power shutoff during nights or holidays;
 - (c) Changes to designated public holiday list;
 - (d) Attempts to repair, service or alter the Supported Hardware by personnel who have not been approved by TKH Security, LLC.

APPENDIX C: PROPOSAL



Maintenance & Service Plan Proposal

for

Old School Square Garage



Presented to City of Delray Beach 5/13/2024.

July 17th, 2024

Maintenance & Service Plan Proposal
Old School Square Parking Garage
Delray Beach, FL

Dear Sir/Madam

I am pleased to present the following Maintenance and Service Plan (MSP) proposal for your TKH Security Automated Parking Guidance System (APGS) at Old School Square parking garage.

I will follow up to discuss any questions or concerns you may have. However please feel free to contact me on the details below.

Kind regards,

Thomas Alexander

Thomas Alexander
Senior Regional Sales Executive

M: (954) 816-9888

E: t.alexander@tkhsecurity.com



Contents

- Maintenance Services 4
- Service Plan Comparison 6
- Proposed Pricing 8
- Exhibit A 11
- Exhibit B 13

Maintenance Services

TKH Security's Maintenance and Service Plan options strive to **maximize your return on investment** by assisting you to deliver a **consistently outstanding parking experience** to your customers, **while reducing your total cost of ownership in your APGS**. Our well-rounded program consists of four essential components:

Relationship Management

Great service delivery boils down to the people involved. The TKH Security Client Services team answers client inquiries, provides product training to your employees, discusses technical aspects of your system, and works toward resolving any issues that may arise. The Client Services team will learn your site, look to align our service process to your Standard Operating Procedures, and establish working relationships with your on-site team.

In addition to Client Services, your Regional Sales Executive may attend regular quarterly maintenance reviews, where the system's performance, feedback, and any outstanding items are addressed.

Training and webinars keep your employees up to date with the latest features and best practice recommendations, while also helping to acquaint new employees with the system. Regular training sessions educate your team, allowing them to derive the greatest benefits from your system.

KEY BENEFITS

- Integrated services team
- Regular maintenance review meetings
- System performance reporting

Service Desk + Service Level Commitments

If challenges arise, our Service Desk provides remote Technical Support and Incident Management during business hours.

KEY BENEFITS

- Technical support and incident management
- 24/7/365 reporting portal
- Problem resolution service levels

For MSP clients, our Service Desk is the foundation for our service platform, which means you have full access to our remote support services for any time spent remotely diagnosing, resolving incidents, and providing the on-site team with technical support.

Importantly, TKH Security provides committed timeframes for remotely diagnosing and resolving problems with your system. Our MSP clients are at the top of the service list, ensuring an efficient and appropriate response.



Software Optimization

Our proprietary, camera-based sensors and internet connection enable most of the system maintenance and optimization to be performed remotely. This is not only a more cost-effective service delivery model but also enables us to thoroughly monitor your system, keeping our finger on the pulse.

KEY BENEFITS

- System health monitors
- Accuracy optimization of vehicle detection
- PARK server administration and updates

With advanced monitoring capabilities, our Client Services team can detect and address many issues before they materially impact system performance. Should an issue require on-site intervention, our extensive remote diagnosis capabilities enable our technicians to arrive on-site informed, appropriately equipped, and with a clear plan for resolution.

Whether seasonal lighting changes or oil stains on the floor, every parking bay experiences environmental changes over time. Our support team ensures that no matter what environment-based challenges are thrown your way, our camera-based sensors are consistently calibrated to deliver optimal detection accuracy. In addition, any issue that cannot be solved remotely (e.g., re-aiming of a camera) is brought to your attention for resolution.

At the core of our industry leading parking guidance solution is PARK Server, a sophisticated, highly configurable platform. Clients of our maintenance and service plans enjoy all that PARK Server has to offer, as our team tirelessly works to provide refinement, functionality, and modernization in the form of regular updates.

Hardware Maintenance

With field hardware spread across your entire parking facility, it's essential to keep a trained and focused eye on your system's equipment. For Comprehensive and Premium MSPs, experienced TKH Security technicians perform necessary system maintenance on all field equipment to affirm it is functioning correctly.

In addition, as part of our maintenance visits, our technicians perform a subset of corrective works, including a 28-point system diagnostic to keep everything running smoothly and prevent future issues from impacting system performance.

We place an emphasis on ensuring you are provided clear and direct feedback following each scheduled visit. Your Client Services team provides a comprehensive report highlighting the work completed, any issues identified, and proposed rectification recommendations.

PREVENTATIVE MAINTENANCE HIGHLIGHTS

- Identify defective equipment
- Lens cleaning
- Re-aim cameras
- Reconnect any undamaged or dislodged channel



Service Plan Comparison

The TKH Security approach performs far beyond a basic check on system operation; it follows a detailed, holistic methodology addressing every aspect of the sensor network, from hardware to software and performance. With TKH Security taking numerous proactive measures to ensure system operation, your sensor network will provide years of trouble-free operation and high performance. The three plan options, Comprehensive, Premium, and Basic, tailor the maintenance approach to your site's specific needs.

Comprehensive

In addition to Premium and Basic Service plan benefits, TKH Security's Comprehensive Service plan removes operations budget uncertainty by upgrading software and hardware maintenance to include an additional range of advance monitoring metrics, proactive system improvements, and, if necessary, no-cost replacement parts and on-site labor. With monthly inspection and preventative maintenance visits and a stock of materials with our local service team, the plan assures that client challenges are resolved within our specified service level agreement (SLA) commitments. The Comprehensive Service plan provides clients with a frictionless Client Service experience – issues are reported and resolved without any additional communication.

Premium

In addition to Basic plan benefits, the Premium Service plan includes on-site quarterly preventative maintenance, quarterly remote system inspections, and optional quarterly review meetings with the Client Services team. From servers to sensors, cabling to network infrastructure, each inspection allows a critical eye to view every physical and software system component to foresee issues prior to functional impact. A program is customized for each site, ensuring complete coverage for each system's unique aspects. If inspection determines hardware replacement is required due to normal wear and tear, a parts discount is included in the corrective work quote.

Basic

The Basic Service plan is for clients who prefer to perform on-site work themselves, while simultaneously utilizing the Client Services team remotely. This plan provides clients unlimited remote support, monthly system site status reports, system accuracy maintenance for both VDA and LPR, and monthly service reports to outline the health and performance of their system. Note, on-site maintenance services are not performed under this plan.



	Comprehensive	Premium	Basic
Software Maintenance			
Remote Operator Training	✓	✓	✓
“All In” Service Desk	✓	✓	✓
Software Updates	✓	✓	✓
Detection Monitoring & Optimization	✓	✓	✓
Frictionless Service	✓	✓	✓
Monthly Site Status Report	✓	✓	✓
Quarterly Remote System Inspection	✓	✓	
Quarterly Review Meeting	✓	✓	
Monthly Remote System Inspection	✓		
Hardware Maintenance			
Quarterly On-Site Preventative Maintenance	✓	✓	
Monthly On-Site Inspection	✓		
Priority Response	✓		
Frictionless Service	✓		
Replacement Hardware Discount (Excludes Damage)	100%	25%	



Proposed Pricing

The following pricing is based on the current system, as outlined in the support software and hardware sections.

The finalized quantities and costs will be outlined in a Maintenance and Service Plan (MSP) contract, which supersedes this document and governs the scope, terms, and conditions for these services.

Anticipated Start Date: **TBD**

	Premium
Year 1	\$15,000.00

Note: If applicable, tax is not included in pricing. Billing occurs annually, in advance, with Net 30



Exclusions

- Software modifications to any software element, other than those modifications deemed necessary by TKH Security for the continued effective operation of the equipment in its current intended form.
- Major software upgrades to any Operating System on the PARK Server or any other computer.
- Hardware, software, and labor related to new functionality not in use at the time of maintenance commencement.
- For Comprehensive plans, an equivalent or comparable model will be offered as a replacement for end-of-life hardware.
- The relocation of any Supported Hardware or any other equipment.
- The cleaning or re-spraying of external surfaces
- Modifying to any third-party equipment, software, or applications, even if there is an interface with the System.
- Services associated with any supply-side electrical issues and failures.
- Services required due to insufficient technical resources required for the proper operation of the System.
- System failure due to externally sourced EMI or radio interference.
- Services associated with any misuse or neglect.
- Services associated with carelessness, including operator error.
- Services associated with impact (accidental or otherwise).
- Services as a result of vandalism.
- Services as a result of damage occasioned as a result of a Force Majeure Event.
- Resetting of equipment following:
 - Power supply interruptions.
 - Power shutoff during nights or holidays.
 - Changes to designated public holiday list.
 - Attempts to repair, service or alter the Supported Hardware by personnel who have not been approved by TKH Security.



Supported Hardware & Software

Supported Hardware includes the following, and additionally includes any IT equipment or hardware otherwise provided to the client by TKH Security.

<u>Head End Equipment:</u>	<u>Quantity</u>
Standard Server(s)	1
Cisco Router	1
Dell Switches	1
UPS	1

Core System:

M4 Sensors	158
Floor Cabinets	2

Signage:

130MM Digital Signs	18
Exterior Monument Signage	1

Supported Software:

Park Alerts
Park Finder
Access to Mobile API
Insights Software Platform



Exhibit A

Monthly Site Status Report Highlights

As part of all Maintenance and Service Plan options clients receive a monthly site status report, which provides an in-depth summary of the APGS performance. Service performance focuses on the status and progress of service tickets, and system performance indicates vehicle detection accuracy and license plate capture accuracy. Portions of a confidential site's February 2023 report are below.

SERVICE PERFORMANCE

Client tickets submitted to the Client Services team.

COMPLETED TICKETS

	Type	Created	Summary	Closed
NA-130346	Service Request	30/01/23	Out-Of-Service Sensors East P3	01/02/23
NA-130601	Service Request	03/02/23	Server Connection Issues	09/02/23
NA-130730	Service Request	06/02/23	Channel damage West P1	14/02/23
NA-130833	Service Request	09/02/23	Out Of Service Sign North Aisle West P6	14/02/23

TICKETS NOT PROCEEDING

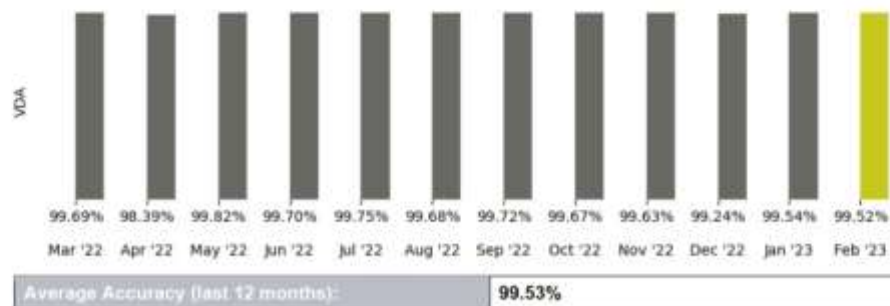
Ticket	Type	Created	Summary	Closed

TICKETS IN PROGRESS

Ticket	Type	Created	Summary	Status
NA-110292	P4 Incident	25/01/23	Visits Export Request	Waiting for Customer
NA-115176	P2 Incident	21/03/23	Create New INX Users	Waiting for Customer

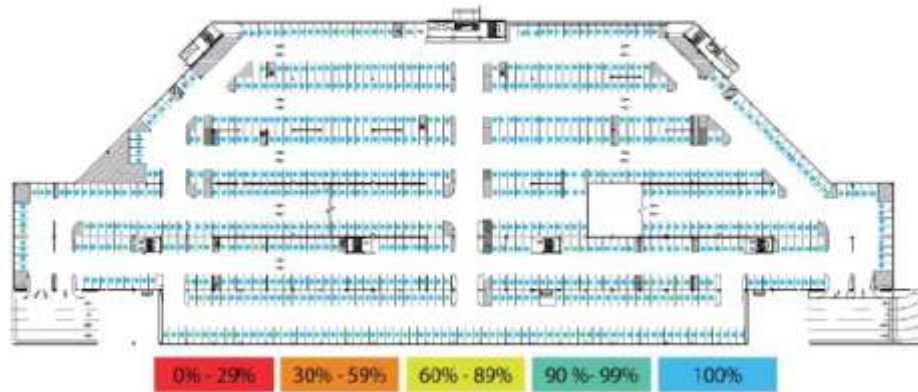
SYSTEM PERFORMANCE

Vehicle Detection Accuracy Results for the previous 12 months.



SYSTEM PERFORMANCE

Vehicle Detection Accuracy by bay data aggregated from daily statistics to represent the month. Each map shows a colored dot per bay



SYSTEM PERFORMANCE

Vehicle Detection Accuracy snapshots taken during varying times on varying days.

Scored Snapshot	Total Scored Images	Total Correct	Total Incorrect	Accuracy
02/02/23 - 1100	9109	9085	24	99.74%
09/02/23 - 1500	9147	9132	15	99.84%
14/02/23 - 900	9141	9132	9	99.9%
11/02/23 - 1300	9137	9097	40	99.56%
26/02/23 - 1800	3047	3030	17	99.44%
20/02/23 - 800	8966	8960	6	99.93%
21/02/23 - 1700	8942	8922	20	99.78%



Exhibit B

Definitions

- “All In” Service Desk
 - Full and unmitigated access is available for your team to our remote Service Desk during our normal support hours.
 - This is the primary resource for ticket resolution, on-site service repairs, general inquiries, and anything else related to the product once the system is operating in “live” status.
 - All remote hours, to resolve service issues that are within scope of the maintenance agreement, are inclusive with your MPS.
- Detection Monitoring & Optimization
 - Three times per day, every day, human-verified system-wide accuracy is scored and labeled for each sensor.
 - Tailored accuracy maintenance services for your system, based on historical and seasonal accuracy trends, ensure your APGS is consistently meeting our specified performance thresholds.
 - Detailed analysis, and subsequent corrective action of each sensor’s individual accuracy performance, is outlined in clean and easy to read reports.
 - In addition to detection accuracy, we monitor the health status of on-site and off-site hardware and software components to correct issues before they become critical failures.
- Frictionless Service
 - This service model is designed to remove the barriers around servicing your system, and allow our team to provide a holistic, end-to-end, service experience that is unrivaled in our industry.
 - We achieve this by minimizing your team’s level of interaction with us in the pursuit of resolving your reported issues.
 - Simply report the issue to us. There are no additional approvals or decisions for you to make. The Service Desk begins diagnosis. The necessary parts are ordered, and a timeline is provided for on-site installation and repair. We respond once the issue has been resolved.
 - This standard operating procedure eliminates the back-and-forth interaction between our internal teams, ensuring communication is concise, purposeful, and timely. As a result, we are able to deliver end-to-end solutions to you more efficiently.
- Monthly On-Site Inspection
 - We provide a contractor visit once per month.



- This visit is designed to keep the system running smoothly and limit the impact of
- small equipment outages throughout the system.
- Spare parts are shipped to the contractor and used during these visits, further reducing your need to report issues to our Service Desk.
- Monthly Remote System Inspection
 - This is a brief system health check that gives us the opportunity to put remote eyes on your system.
 - Our Support Engineers will log into your system, look for equipment outages or license plate exposure issues, and correct what issues they can remotely.
 - If there is subsequent service work, or parts required to correct the issues discovered, you will be notified by our team and, if applicable, a quote will be issued for repairs.
- Monthly Site Status Report
 - This report is issued to you monthly to outline the status of your open tickets, the results of our Detection Monitoring & Optimization services, and to provide situational awareness of how well your system is performing, month-over-month.
 - Typically, you will receive the report at the beginning of each month.
- Priority Response
 - As a maintenance service plan client, any issue submitted to our Service Desk by your team is automatically prioritized. Your issues take precedence over issues reported by those who do not have an active service plan.
 - In addition to your service tickets being prioritized, you enjoy the benefits of priority on-site scheduling for service jobs.
- Quarterly On-Site Preventative Maintenance
 - Once per quarter, trained and qualified contractors will visit your site for a maintenance inspection where the following services will be performed:
 - Clean sensor camera lens(es) (per report).
 - Re-aim sensor camera(s) (per report).
 - Replace failed sensor(s) (per report).
 - Visual inspection of sensor indicator functionality.
 - Inspect and confirm correct peripheral system function.
 - Inspect internal aisle signs/wiring, confirm normal function.
 - Inspect external and monument signs/wiring, confirm normal function.
 - Inspect channel/hangers/threaded rod.
 - Inspect channel junctions and replace/install where necessary (damaged equipment not included).



- Inspect channel end caps and replace/install where necessary (damaged equipment not included).
 - Inspect and clean-up/tuck loose sensor wiring.
 - Install channel cable clips where necessary (damaged equipment not included).
 - Inspect rooftop/LPR cabinets (wiring cleanup/dust-out).
 - All on-site work is directed by a dedicated support resource from the Client Services Support Team.
 - Any work discovered during this maintenance visit, which could not be resolved while on-site, is reported to you. Once the required parts are delivered, a subsequent service visit is scheduled.
- Quarterly Remote System Inspection
 - While we do have monitoring software in place, it is important to give each server system a full 28-point inspection on a quarterly basis.
 - Trained support engineers will perform the following system checks:
 - Park Studio
 - LPR exposure check
 - Alerts functionality check
 - Event queue check
 - DataDog Investigation
 - Generate and score an LPR errors report (as required)
 - Sensors
 - Non-working sensors check
 - Un-mapped and duplicate views check
 - VDG Sense
 - Sense Version Check
 - Server health check
 - Integration with TKH Security verification
 - Map functionality verification
 - RAID health check
 - DataDog critical metrics check
 - Windows Server
 - Date and time verification
 - LPR folder size verification



- LPR error validation
 - Hard disk capacity verification
 - Scheduled tasks verification
 - Event Viewer health check
 - CPU usage check
 - RAM usage check
 - DataDog Agent verification
 - SQL Backup verification
 - ESXi hardware investigation
 - SQL Management Studio check
 - Database size check
 - Sensei health check
 - Server up-time check
- Quarterly Review Meeting
 - This is our opportunity to meet with your team, following the completion of each quarterly on-site maintenance visit, to ensure we continue to meet your expectations under the maintenance service plan.
 - During each meeting we will review the result of the last visit, follow-up on any open action items from the last meeting, take new action items as required, and give you the opportunity to bring up questions and concerns you have regarding the system in general.
 - Each meeting is attended by our Director of Client Services, your Regional Sales Executive, and representatives from our Client Services support team.
 - These meetings are recorded and uploaded to your dedicated Park Assist folder system.
 - Remote Operator Training
 - A live webinar-style training is conducted by our Client Services Team specifically tailored to your system and the needs of your operations team.
 - The training is recorded and uploaded to your dedicated Park Assist folder system for subsequent review.
 - Multiple training sessions can be scheduled per year, at your request, to ensure new team members are ready to use the system.
 - Replacement Hardware Discount
 - For clients who have not selected our Comprehensive level of service, we provide a discount on all parts required under regular maintenance of the system, with the exclusion of damage.





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Our Brands:



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